

Exhibit K

FIRST AMENDMENT TO GRADING WORK AGREEMENT

D.F. Properties, a California Corporation ("DF"), John J. Guerra, Successor Trustee of the Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976 ("CGB Trust"), and Pacific Gas and Electric Company, a California corporation ("PG&E"), hereby amend the Grading Work Agreement signed by the parties on March 24, 2017, March 23, 2017, and March 30, 2017 respectively (the "Agreement"), with reference to the following facts:

RECITALS

- A. On June 15, 2017, the parties to the Agreement met and conferred as required therein.
- B. The terms used in this amendment shall have the same meaning as they are used in the Agreement.
- C. Except as amended herein, the Agreement shall remain in full force and effect.

AGREEMENT

The parties now amend the Agreement as follows (with reference to the paragraph in the original Agreement:

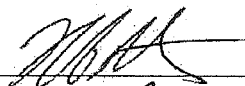
- 4. Paragraph 4 is amended by deleting the last sentence.
- 5. Paragraph 5 is deleted, and the following paragraph inserted in its place:

Subject to completion by July 19, 2017, of all grading necessary to allow construction of the PRS at the New Location, PG&E will pay costs of construction, including mitigation fees, up to approximately \$271,000, but subject to review and approval, which will not be unreasonably withheld, by PG&E of specific cost items as items are submitted to PG&E for review. Time is of the essence for completion of the grading and delivery of the site for construction of the PRS at the New Location. If DF fails to complete the grading and deliver the completed site to PG&E by July 19, 2017, PG&E shall be relieved of all payment obligations hereunder. The Force Majeure clause, paragraph 9, shall not apply to DF's obligation to complete the grading of and deliver the site by July 19, 2017. Should the grading not be completed by July 19, 2017, DF shall not be liable for or otherwise subject to any damages, increased costs, losses, or other impacts PG&E may incur.

IN ACCEPTANCE OF WHICH, the Parties have executed this Agreement by their authorized representatives as of the date set forth below.

Dated: July 14, 2017

D.F. PROPERTIES, a California Corporation

By: 

Printed: JEFF RONTEN

Title: EXEC. VP/CFO

Dated: July 11, 2017

John J. Guerra, Successor Trustee of the
Cyril G. Barbaccia Irrevocable Trust dated
December 15, 1976

By: 

Printed: John J Guerra Jr

Title: CEO

Dated: July __, 2017

PACIFIC GAS & ELECTRIC COMPANY,
a California Corporation

By: _____

Printed: _____

Title: _____

Approved as to form:

SEDGWICK LLP

Randall Block, Attorney for
Pacific Gas and Electric Company

DESMOND, NOLAND, LIVAICH & CUNNINGHAM

Brian T. Manning, Attorney for D.F.
Properties and John J. Guerra,
Successor Trustee of the Cyril G. Barbaccia
Irrevocable Trust dated December 15, 1976

Dated: July __, 2017

John J. Guerra, Successor Trustee of the
Cyril G. Barbaccia Irrevocable Trust dated
December 15, 1976

By: _____

Printed: _____

Title: _____

Dated: July __, 2017

PACIFIC GAS & ELECTRIC COMPANY,
a California Corporation

By: _____

Printed: _____

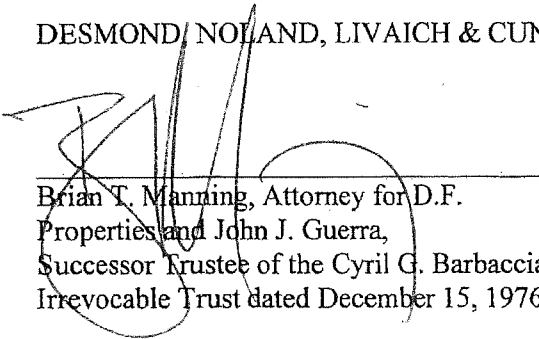
Title: _____

Approved as to form:

SEDGWICK LLP

Randall Block, Attorney for
Pacific Gas and Electric Company

DESMOND, NOELAND, LIVAICH & CUNNINGHAM



Brian T. Manning, Attorney for D.F.
Properties and John J. Guerra,
Successor Trustee of the Cyril G. Barbaccia
Irrevocable Trust dated December 15, 1976